

ATTACHMENT E
Governor's Safe and Drug Free Schools and Communities Program

Subgrant Terms and Assurances

STATE OF NEBRASKA
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES.
SUBGRANT TERMS and ASSURANCES

This is a subgrant of federal financial assistance. By accepting this subgrant, the Subrecipient agrees to comply with the terms and conditions described herein.

- A. Programs. Subrecipient must operate the program(s) in compliance with the documents governing the award. The following documents and any revisions made during the program period govern the Subgrant and are hereby incorporated by this reference as though fully set forth herein.
- 1). The Department's Request for Application;
 - 2). Subrecipient Project(s) Application;
 - 3). Subrecipient Reporting Requirements (Attachments C-1 through C-6);
 - 4). Program Specific Requirements (Section II, C.3);
 - 5). Certifications (Attachments D-1 and D-2); and
 - 6). Department's funding award which includes the award period, amount of funds awarded, and any contingencies to the Subgrant award.
- B. Reports. Subrecipient must submit data, program, and financial reports according to the reporting requirements (Attachments C-1 through C-6). Extensions for the submission of reports and reimbursement **must be submitted in writing** to the Department for approval to prevent withholding of payment.
- C. Administrative Requirements. Subrecipient must perform Subgrant activities, expend funds, and report financial and program activities in accordance with Federal grants administration regulations and U.S. Office of Management and Budget Circulars governing cost principles, and comply with, complete, and return the certifications attached hereto.
- D. Program Specific Requirements. Subgrant activities must comply with any program specific requirements included in the Department's Request for Application (Section II, C.3).
- E. Nondiscrimination. The Subrecipient acknowledges that the Subgrant activities must be operated in compliance with civil rights laws and any implementing regulations, and makes the following assurances.
- 1). The Subrecipient warrants and assures that it complies as applicable with:
 - a) Title VI of the Civil Rights Act of 1964,
 - b) Title IX of the Education Amendments of 1972,
 - c) Section 504 of the Rehabilitation Act of 1973,
 - d) the Age Discrimination Act of 1975,
 - e) the Americans with Disabilities Act of 1990, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the Subrecipient receives federal financial assistance.
 - 2). Alcohol and Drug Abuse Prevention Programs: The Subrecipient and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subgrant with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant.

F. Reimbursement: Subrecipient must submit claims for reimbursement for actual, allowable, allocable and reasonable expenditures in accordance with the approved budget. The Department will make reimbursement, subject to the following conditions:

- 1). Subrecipient's submission of reports according to the reporting requirements described in Attachments C-1 through C-6.
- 2). Availability of governmental funds to support this project. In the event funds cease to be available, this Subgrant shall be terminated, or the activities shall be suspended until such funds become available, in the sole discretion of the Department.
- 3). Pursuant to the Nebraska Prompt Payment Act.
- 4). Suspension or termination for cause or convenience as described in the federal grants administration regulations applicable to the Subrecipient.

G. Budget Changes. The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. Prior approval by the Department is not required provided the cumulative transfers do not exceed ten percent of the total approved budget, are for an allowable cost allocable to the Subgrant, do not add or eliminate a line item and do not result in programmatic changes.

Prior approval is required for cumulative budget transfers exceeding ten percent of the current total approved budget. Requests for transfers shall be addressed in writing to the Department. The Department shall approve or disapprove the request in writing within 30 days of its receipt.

H. Programmatic changes. The Subrecipient shall request in writing Department approval for programmatic changes. The Department shall send a written determination regarding the request to the Subrecipient within 30 days of its receipt.

I. Technical Assistance. The Department will provide training and materials, procedures, assistance with quality assurance procedures, and site visits by representatives of the Department and the federal granting agency in order to review program accomplishments, evaluate management control systems and other technical assistance as needed or requested.

J. Subrecipient Procurement. Subrecipient shall be the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues, without recourse to Department, arising out of procurement entered into by it in connection with the subgrant. Such issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature.

K. Subgrant Close-Out. Upon the expiration or notice of termination of this Subgrant, the following procedures shall apply for close-out of the subgrant:

- 1). Upon request from Subrecipient, any allowable reimbursable cost not covered by previous payments shall be paid by Department.
- 2). Subrecipient shall make no further disbursement of funds paid to Subrecipient, except to meet expenses incurred on or prior to the termination or expiration date, and shall cancel as many outstanding obligations as possible. Department shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination.
- 3). Subrecipient shall immediately return to Department any unobligated balance of cash advanced or shall manage such balance in accordance with Department instructions.
- 4). Within a maximum of 30 days following the date of expiration or termination, Subrecipient shall submit all financial, performance and related reports required by the terms of the Agreement to the Department. The Department reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
- 5). Department shall make any necessary adjustments upward or downward in the federal share of costs.
- 6). The Subrecipient shall assist and cooperate in the orderly transition and transfer of subgrant activities and operations with the objective of preventing disruption of services.

- 7). Close-out of this Subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient records. Nor shall close-out of this Subgrant affect the Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this Subgrant. If no final audit is concluded prior to close-out, the Department reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.
- L. Documents Incorporated by Reference. All laws, rules, regulations, guidelines, directives and documents, attachments, appendices, and exhibits referred to in these terms and assurances shall be deemed incorporated by this reference and made a part of this Subgrant as thought fully set forth herein.
- M. Independent Contractor. The Subrecipient is an independent contractor and neither it nor any' of its employees shall be deemed employees of the Department for any purpose. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this Subgrant, shall exercise full authority over its personnel, and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal laws, ordinances, rules, and regulations required of an employer providing services as contemplated by this Subgrant.
- N. Release and Indemnity. The Subrecipient shall assume all risk of loss and hold the Department, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Subgrant, and proximately caused by the negligent or intentional acts or omissions of the Subrecipient, its officers, employees or agents; for any losses caused by failure by the Subrecipient to comply with terms and conditions of the Subgrant; and, for any losses caused by other parties which have entered into agreements with the Subrecipient.
- O. Drug-Free Work-Place Policy. The Subrecipient assures the Department that it has established and does maintain a drug-free work-place policy.
- P. Acknowledgment of Support. Publications by the Subrecipient, including news releases and articles, shall acknowledge the financial support of the Department and the federal granting agency by including a statement therein that, **"This project is supported in part by federal Safe and Drug Free Schools and Communities funds awarded to the Subrecipient by the Governor's Office and the Nebraska Department of Health and Human Services."**
- Q. Copyright. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The federal awarding agency and the Department reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.
- R. Notices. All notices given under the terms of this Subgrant shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses as the parties shall designate in writing from time to time.
- S. Authorized Official. The person executing the Application Cover Sheet is an official of the Subrecipient who has the authority to bind the Subrecipient to the terms and assurances of this Subgrant of federal financial assistance.